

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

EXXONMOBIL CORPORATION,)	
BEAUMONT REFINERY)	
)	
and)	Cases 16-CA-276089
)	16-CA-276092
)	16-CA-276702
UNITED STEEL, PAPER AND FORESTRY)	16-CA-277103
RUBBER, MANUFACTURING, ENERGY,)	16-CA-278743
ALLIED-INDUSTRIAL AND SERVICE)	16-CA-287615
WORKERS INTERNATIONAL UNION, AFL-)	16-CA-287625
CIO/CLC)	16-CA-288417

RESPONDENT’S ANSWER TO CONSOLIDATED COMPLAINT

Pursuant to Sections 102.20 and 102.21 of the National Labor Relations Board’s Rules and Regulations, Exxon Mobil Corporation, incorrectly named as “ExxonMobil Corporation, Beaumont Refinery,” (“Respondent”), through its counsel, JACKSON LEWIS P.C., submits this Answer to Complaint in the above-referenced case. Respondent:

- 1(a). Admits the allegations set forth in Paragraph 1(a).
- 1(b). Admits the allegations set forth in Paragraph 1(b).
- 1(c). Admits the allegations set forth in Paragraph 1(c).
- 1(d). Admits the allegations set forth in Paragraph 1(d).
- 1(e). Admits the allegations set forth in Paragraph 1(e).
- 1(f). Admits the allegations set forth in Paragraph 1(f).
- 1(g). Admits the allegations set forth in Paragraph 1(g).
- 1(h). Admits the allegations set forth in Paragraph 1(h).
- 1(i). Admits the allegations set forth in Paragraph 1(i).

- 1(j). Admits the allegations set forth in Paragraph 1(j).
- 1(k). Admits the allegations set forth in Paragraph 1(k).
- 2(a). Admits the allegations set forth in Paragraph 2(a).
- 2(b). Admits the allegations set forth in Paragraph 2(b).
- 2(c). Admits the allegations set forth in Paragraph 2(c).
- 3. Admits the allegations set forth in Paragraph 3.
- 4. Denies that a response is required to the allegations set forth in Paragraph 4 to the extent they are a legal conclusion. To the extent a response is required, Respondent denies the allegations set forth in Paragraph 4, except avers that, at certain times, some of which may be relevant to the instant proceeding, the individuals identified therein were supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act.
- 5(a). Admits the allegations set forth in Paragraph 5(a).
- 5(b). Admits the allegations set forth in Paragraph 5(b), except avers the recognition is embodied in a more recent collective bargaining agreement in effect from February 21, 2022 through January 31, 2027.
- 5(c). Admits the allegations set forth in Paragraph 5(c), except avers that the predecessor collective bargaining agreement expired on January 31, 2021.
- 5(d). Admits the allegations set forth in Paragraph 5(d).
- 5(e). Admits the allegations set forth in Paragraph 5(e).
- 6(a). Denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 6(a),

6(b). Admits the allegations set forth in Paragraph 6(b), and refers the Board to the petition filed with the National Labor Relations Board, Region 16, in Case No. 16-RD-283976 for the true contents thereof.

6(c). Admits the allegations set forth in Paragraph 6(c), and refers the Board to the Stipulated Election Agreement for the true contents thereof.

6(d). Admits the allegations set forth in Paragraph 6(d), and refers the Board to the Tally of Ballots for the true contents thereof.

7(a). Denies the allegations set forth in Paragraph 7(a), except avers that, consistent with past practice, (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) that (b) (6) could set up a locked drop box in the CUA shelter.

7(b). Denies the allegations set forth in Paragraph 7(b).

8(a). Denies the allegations set forth in Paragraph 8(a).

8(b). Denies the allegations set forth in Paragraph 8(b).

8(c). Denies the allegations set forth in Paragraph 8(c).

8(d). Denies the allegations set forth in Paragraph 8(d).

8(e). Denies that a response is required to the allegations set forth in Paragraph 8(e) to the extent they are a legal conclusion. To the extent a response is required, Respondent denies the allegations set forth in Paragraph 8(e).

8(f). Denies the allegations set forth in Paragraph 8(f).

9(a). Denies the allegations set forth in Paragraph 9(a), except avers that the lockout commenced May 1, 2021 and employees returned to work on or about March 7, 2022.

9(b). Denies the allegations set forth in Paragraph 9(b).

10(a). Denies the allegations set forth in Paragraph 10(a), except avers that Respondent retained temporary contractors and non-unit personnel to perform bargaining unit work, consistent with extant law.

10(b). Denies the allegations set forth in Paragraph 10(b).

11(a). Denies the allegations set forth in Paragraph 11(a), except refers the Board to the correspondence referenced therein for the true contents thereof.

11(b). Denies the allegations set forth in Paragraph 11(b), except refers the Board to the correspondences referenced therein for the true contents thereof.

11(c). Denies the allegations set forth in Paragraph 11(c), except refers the Board to the December 29, 2021 correspondence for the true contents thereof.

11(d). Denies the allegations set forth in Paragraph 11(d).

11(e). Denies the allegations set forth in Paragraph 11(e).

12(a). Denies the allegations set forth in Paragraph 12(a), except refers the Board to the correspondence referenced therein for the true contents thereof.

12(b). Denies the allegations set forth in Paragraph 12(b), except refers the Board to the correspondence referenced therein for the true contents thereof.

12(c). Denies the allegations set forth in Paragraph 12(c).

12(d). Denies the allegations set forth in Paragraph 12(d).

13. Denies the allegations set forth in Paragraph 13.

14. Denies the allegations set forth in Paragraph 14.

15. Denies the allegations set forth in Paragraph 15.

16. Denies the allegations set forth in Paragraph 16.

17. Denies the allegations set forth in Paragraph 17.

* * *

AFFIRMATIVE AND OTHER DEFENSES

Respondent, without assuming any burdens of production or proof that it would not otherwise have, alleges the following affirmative and other defenses:

1.

Respondent's alleged conduct with respect to the lockout, even if true, is lawful under extant Board law, which Counsel for the General Counsel is improperly seeking to reverse.

2.

Respondent's alleged conduct with respect to its employee communications, even if true, is lawful under extant Board law, which Counsel for the General Counsel is improperly seeking to reverse.

3.

To the extent Counsel for the General Counsel seeks to overturn Board law, any change in precedent or corresponding remedy should not be applied retroactively.

4.

The Complaint fails to state a claim upon which relief may be granted and denies Respondent's due process rights.

5.

Respondent acted in good faith and has not violated any provision of the National Labor Relations Act.

6.

To the extent Respondent may have allegedly violated the National Labor Relations Act, Respondent adequately cured any such purported violation.

7.

At all relevant times, Respondent properly availed itself of rights afforded it pursuant to Sections 8(c) and 8(d) of the National Labor Relations Act.

8.

The allegations are barred in whole or in part by Section 10(b) of the National Labor Relations Act.

9.

Charging Party, and bargaining unit employees, failed to mitigate its/their damages, if any.

10.

Respondent did not provide any individuals with more than “ministerial aid.”

11.

Respondent did not make any material changes to bargaining unit employees’ terms and conditions of employment.

12.

The allegations are barred in whole or in part by Section 10(c) of the National Labor Relations Act.

13.

The allegations are barred in whole or in part based on Counsel for the General Counsel’s disregard of established Board precedent.

14.

Respondent implemented its lockout for legitimate business reasons and in support of its legitimate bargaining position.

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Respondent reserves the right to amend its Answer to add additional affirmative defenses. Accordingly, Respondent asks that the Complaint be dismissed in its entirety.

Respectfully submitted,

JACKSON LEWIS P.C.
EXXON MOBIL CORPORATION

/s Daniel D. Schudroff

Jonathan J. Spitz

Craig M. Stanley

Eva Shih

Daniel D. Schudroff

Dated: October 14, 2022

CERTIFICATE OF SERVICE

I hereby certify that on October 14, 2022, I caused a true and correct copy of the foregoing Respondent's Answer to Consolidated Complaint to be served via e-mail on the Regional Director, Region 16, and on Charging Party, through counsel of record at the following addresses:

Timothy Watson, Regional Director, Region 16, Timothy.Watson@nlrb.gov.

Sasha Shapiro, counsel for United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO/CLC, sshapiro@usw.org.

/s Daniel D. Schudroff
Daniel D. Schudroff